

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ MAY 12 2009 ★

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LON KEITH KLEIN,

Plaintiff

BROOKLYN OFFICE

-against-

ELLIOT RITTENBAND, ARON TUREN,  
R/G BLACK TIE, LLC, STEINWAY & SONS, INC.,  
AND  
JOHN DOES 1-10, INDIVIDUALLY,  
JOINTLY AND SEVERALLY

Defendants.

Index No.:  
09-2019

COMPLAINT  
GLASSER, J.

POHORELSKY, M.J.

**COMPLAINT FOR COPYRIGHT INFRINGEMENT**

Plaintiff, by and through his attorney, Charu Narang, Esq., for his complaint against  
Defendants, alleges as follows:

**JURISDICTION AND VENUE**

1. This is a civil action seeking compensatory and punitive damages and injunctive relief for copyright infringement under the copyright laws of the United States (17 U.S.C. § 101 et seq.).
2. This is a civil action seeking punitive damages and injunctive relief for copyright infringement under Federal and/or State common law copyright infringement.
3. This Court has jurisdiction under 17 U.S.C. § 101 et seq.; 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a).
4. This Court has personal jurisdiction over the Defendants, and venue in this District is proper under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a), in that several of the Defendants reside in this District, and the acts of infringement complained of by Plaintiff herein occurred in this District.

## **PARTIES**

5. Plaintiff Lon Keith Klein (hereinafter “Klein”) is an individual residing at 111-09 76<sup>th</sup> Road, Apt. C5, Forest Hills, NY 11375.
6. Defendant Elliot Rittenband (hereinafter “Rittenband”) is an individual residing at 1 Canterbury Road, Scarsdale, N.Y. 10583 .
7. Defendant Aron Turen (hereinafter “Turen”) is an individual residing at 83 Overlook Drive, New Rochelle, NY 10804.
8. Defendant R/G Black Tie, LLC (hereinafter “Black Tie”) is a New York State Corporation with a business address of 1 Canterbury Road, Scarsdale, N.Y. 10583.
9. Defendant Steinway & Sons, Inc. (hereinafter “Steinway”) is a corporation with its principal place of business at 1 Steinway Place, Long Island City, NY 11105.

## **COUNT I**

### **INFRINGEMENT OF COPYRIGHT**

10. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
11. Upon information and belief, Defendant Rittenband is a seasoned and experienced professional licensor in the luxury goods market. Attached hereto as Exhibit 1 is a copy of an article dated July 23, 2007 in DNR regarding Defendant Rittenband’s expertise in the luxury goods market.
12. Upon information and belief, Defendant Rittenband is a shareholder in Defendant Corporation Black Tie. See Exhibit 1.

13. Upon information and belief, Defendant Rittenband is a principal in Defendant Corporation Black Tie. See Exhibit 1.
14. Upon information and belief, Defendant Rittenband is an owner of Defendant Corporation Black Tie. See Exhibit 1 and also See attached Exhibit 2, a copy of the New York State Department of Corporations database indicating the address of corporation Black Tie to be the same as that of defendant Rittenband..
15. Upon information and belief, Defendant Turen is the owner of Turen Diamond Services, Inc.
16. Upon information and belief, Defendant Turen in engaged in the business of brokering, setting and recutting of diamonds.
17. On or about April 2006, Plaintiff and Defendants Rittenband, Turen and an individual named Marc Machlovitz agreed a corporation would be formed to design accessories for sale to Steinway and other clients of Defendant Rittenband and Defendant Corporation Black Tie. See attached Exhibits 3 and 4, copies of emails dated December 30 and 31, 2006, respectively from Machlovitz to Plaintiff and Defendant Turen..
18. Plaintiff and Defendant Turen and Maclovitz were to form said company named American Star Diamond, LLC (hereinafter "ASD"), which Defendant Turen incorporated on February 7, 2007. See Exhibit 5, a copy of the New York State Department of corporations database relating to ASD.
19. Defendant Rittenband informed Plaintiff that he would become a consultant to ASD for the purpose of having ASD provide product designs to Defendant Rittenband and/or Defendant corporation Black Tie for the clients of Defendant Rittenband and/or Defendant corporation Black Tie. See Exhibit 3 and 4.

20. Defendant Rittenband informed Plaintiff that he would require brokering fees and royalty payments for himself and/or his corporation, Defendant Back Tie, for introductions to clients that resulted in projects for ASD.
21. Plaintiff and Defendants Rittenband and Turen agreed that the designs for Steinway were to be for accessories such as cuff links, studs and lapel pins preferably made of made from precious metals and incorporating gemstones.
22. Plaintiff and Defendants Rittenband and Turen agreed that the accessories could also be made from non-precious metals and/or gemstones in order to make them affordable to a wider demographic.
23. On or about September 2006, Plaintiff commenced working on designs for said accessories.
24. On or about December 11, 2006, Plaintiff's CAD designer forwarded to Defendant Turen a copy of computerized drawings of Plaintiff's design. See Exhibit 6, a copy of an email dated December 11, 2006 from Carl of Tech Designs NY to Defendant Turen, which was forwarded to Plaintiff by Defendant Turen in the same Exhibit.
25. On or about December 14, 2006, defendant Rittenband informed Plaintiff that Defendant Steinway had approved Plaintiff's designs and that the parties should formalize their agreement regarding their understanding with each other. See Exhibit 7, a copy of an email dated December 14, 2006 from Defendant Rittenband to Plaintiff.
26. On or about December 18, 2006, Plaintiff received an email from Defendant Rittenband forwarding a copy of an invitation to Defendant Steinway's premiere event at which the items conceived by Plaintiff would be presented to the public. See Exhibit 8, a copy of an email dated December 18, 2006 from Defendant Rittenband to Plaintiff.

27. In the email dated December 18, 2006, Exhibit 8, Defendant Rittenband admits that the designs to be presented at the Steinway premiere are Plaintiff's designs.
28. On or about December 30, 2006, Plaintiff communicated with Defendant Rittenband informing him that documents memorializing the parties' understanding would be sent to him the first week of January 2007. See Exhibit 9, a copy of an email dated December 30, 2006 from Machlocitz to Defendant Rittenband.
29. On or about January 2, 2007, Defendant Rittenband was emailed a copy of an agreement memorializing the parties understanding regarding the Steinway project. See Exhibit 10, a copy of an email dated January 2, 2007 from Machlovitz to Defendant Rittenband.
30. On or about January 15, 2007, Defendant Turen provided to Defendant Defendant Rittenband drawings, computer images of Plaintiff's designs along with diamonds and photos of diamonds. See Exhibit 11, a copy of an email dated January 15, 2007 from Defendant Turen to Machlovitz and Plaintiff.
31. On or about January 21, 2007, Defendant Rittenband informed Plaintiff via email that he would not consider any contract submitted by Plaintiff to be acceptable. See Exhibit 12, a copy of an email dated January 21, 2007 from Defendant Rittenband to Plaintiff, Defendant Turen and Machlovitz.
32. On or about February 6, 2007, Defendant Rittenband informed Plaintiff via email that the two had no business relationship of any kind. See Exhibit 13, a copy of an email dated February 6, 2007 from Defendant Rittenband to Plaintiff, Defendant Turen and Machlovitz.

33. On or about February 8, 2007, Defendant Rittenband informed Plaintiff via email that Plaintiff should not contact him again. See Exhibit 14 and 15, copies of emails dated February 8, 2007 from Defendant Rittenband to Plaintiff, Defendant Turen, Machlovitz and an unknown individual.

34. On or about August 2007, Plaintiff became aware of the fact that the products designed by him were being offered for sale by R/G Black Tie, LLC, a Corporation owned by Defendant Rittenband. See Exhibit 16, a copy of a Press Release dated July 30, 2007 entitled "Steinway 7 Sons to unveil luxury formal wear in September event".

35. On or about September 8, 2007, Plaintiff was made aware of the fact that Defendant Rittenband was representing to the public that all of Plaintiff's designs were conceived by Defendant Turen.

36. Plaintiff never consented to license, sell or authorize his designs to the custody of Defendants. See Exhibit 17, a copy of all of Plaintiff's designs for Steinway & Sons project.

37. Plaintiff never executed any agreement indicating that his designs were a "work for hire".

38. Plaintiff has never received any compensation from any Defendant for his original designs.

38. Plaintiff is, and at all relevant times has been, the copyright owner of exclusive rights under United States copyright law with respect to the designs that are the subject of the instant action. Attached hereto as Exhibits 18 and 19, respectively, are copies of Plaintiff's Certificates of Registration for the Piano cufflinks and Lyre cufflinks.

39. Defendants, without the permission or consent of Plaintiff, have used, and continue to reproduce Plaintiff's designs for financial gain, unjust enrichment and personal and professional notoriety. See Exhibit 18, a copy of all designs offered by Defendant Black Tie under the license from Steinway.

40. Defendants have violated Plaintiff's exclusive rights of reproduction and distribution. Defendants' actions constitute infringement of Plaintiff's copyrights and exclusive rights under copyright.

41. The foregoing acts have damaged, are damaging and continue to damage Plaintiff.

42. The foregoing acts of infringement have been willful and intentional, in disregard of and with indifference to the rights of Plaintiff.

43. As a result of Defendants' infringement of Plaintiff' copyrights and exclusive rights under copyright, Plaintiff is entitled to compensatory and punitive damages for Defendants' infringement of each of Plaintiff's designs.

44. Plaintiff further is entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.

45. The conduct of Defendants is causing and, unless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury that cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law.

**WHEREFORE**, Plaintiff prays for judgment against Defendants, individually, jointly and severally, as follows:

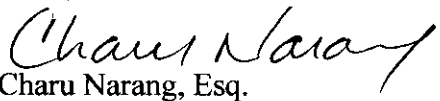
1. An injunction providing: "Defendants, their affiliates and subsidiaries, officers, agents, servants, employees and those in concert or privy with them, shall be and hereby are enjoined from directly or indirectly infringing Plaintiff's rights under federal law in Plaintiff's designs, except pursuant to a lawful license or with the express authority of Plaintiff;
2. Compensatory damages for each infringement of each Copyrighted Material in the amount of 100% of profits received from the sale of Plaintiff's designs;
3. A full and complete accounting from Defendants for the profits derived from their use of the infringing materials;
4. Punitive damages for intentional, willful and wanton disregard of Plaintiff's rights in the amount of fifty million dollars (\$50, 000, 000.00);
5. Plaintiff's costs and reasonable attorneys' fees incurred herein as provided under 17 USC Sec. 505; and



6. For such other and further relief as the Court may deem just and proper.

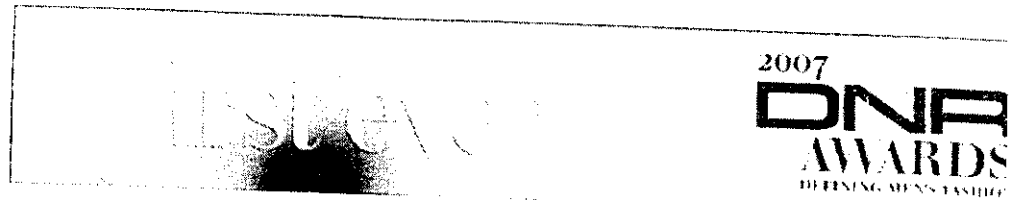
Dated:  
New York, NY

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Charu Narang", written in a cursive style.

Charu Narang, Esq.  
Attorney for Plaintiff  
101 West 55<sup>th</sup> St., 3C  
New York, NY 10019  
Phone: 646 234 9500

## **EXHIBIT 1**



# DNR

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REVIEWS

EDITORIALS

## Steinway Formalwear To Debut in September

BY BRENNER THOMAS

July 23, 2007

NEW YORK — Steinway & Sons, the venerable piano manufacturer, unveiled plans for its high-end line of formalwear ahead of the launch in early September. Created through a license with the Scarsdale, N.Y.-based R/G Black Tie LLC, the collection consists of four primary tuxedo models, furnishings and accessories.

"Steinway stands for elegant design, handcraftsmanship and personal service," said Leo Spellman, Steinway's director of communication, of the collection, which will be among the priciest in the market. "Given people's appreciation of Steinway, we felt [consumers] would gravitate to a line of Steinway-branded formalwear."

R/G Black Tie is a partnership between Paul Pannone, president of 1800MyTuxes; George Gatesy, a Polo and Brooks Brothers alum; and Elliot Rittenband, a 40-year licensing and marketing veteran who previously acted as a consultant to Steinway. The Italian Fashion Group, a Milan-based clothing maker, has been tapped to design and manufacture the line.

The entry-level tux, The Celebrity, an off-the-rack, fused garment made from super 110s, will retail for \$600. The tux will be made and marketed to music professionals, who don formalwear for most public performances. The garment is equipped with washable, breathable fabric for increased comfort as well as a patented underarm panel that allows for better movement. This model is expected to generate 22 percent of the collection's total sales.

Next, The Lyre, an off-the-rack, half-canvassed tux with super 120s fabrication, will retail for \$1,700. A Lyre tuxedo with tails will retail for \$2,500.

The collection also includes two made-to-measure models. The Maestro, fully canvassed and fashioned from super 130s, will retail between \$2,500 and \$4,000. The Grand, also fully canvassed, boasts super 160s, hand-

sewing and custom tailoring. This tux will retail between \$7,500 and \$10,000.

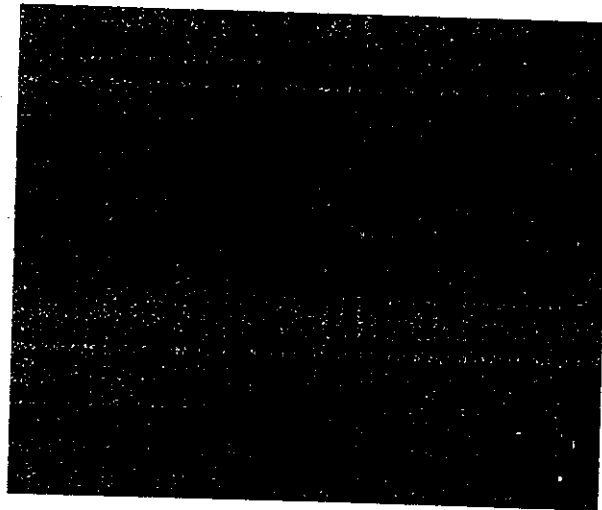
All four models are made in Italy from Loro Piana fabrics and Bember linings.

The collection also includes sevenfold ties, machine-made ties, shirts, cummerbunds, shoes by John Lobb and formal jewelry. The company also worked with De Beers to patent a star-cut diamond to be used in a limited-edition set of cufflinks.

No orders have been placed to date, but Rittenband expects the collection to land in high-end department stores, specialty stores, country clubs and Steinway's 150 piano dealers nationwide. He estimates \$1.4 million in sales by the end of 2007 and \$3.5 million in 2008. The line will roll out in China, Russia and Western Europe next year.

This is not the first license for the piano maker, which since 2003, its 150th anniversary, has sought out partnerships that would extend and enrich the brand. So far the company pushed further into the music business through Steinway Legends music compilations, produced in association with Universal, and home audio systems. Steinway has also lent its name to lifestyle products, including furniture polish, hearing aids and sportswear. The golf-inspired line, which is also owned and operated by Rittenband, rings up an estimated \$1 million in annual sales.

The formalwear collection will have its official debut on Sept. 6 at Steinway Hall in Manhattan.



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## **EXHIBIT 2**

# NYS Department of State

## Division of Corporations

### Entity Information

Selected Entity Name: R/G BLACK TIE, LLC

#### Selected Entity Status Information

**Current Entity Name:** R/G BLACK TIE, LLC

**Initial DOS Filing Date:** OCTOBER 11, 2006

**County:** WESTCHESTER

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

R/G BLACK TIE, LLC

1 CANTERBURY ROAD

SCARSDALE, NEW YORK, 10583

#### Registered Agent

NONE

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#)

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## **EXHIBIT 3**

From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: **Fwd: Hello**  
Date: December 30, 2006 9:28:38 PM EST  
To: lklein@nyc.rr.com

--- Marc Machlovitz <marcmaclin@yahoo.com> wrote:

Date: Sat, 30 Dec 2006 18:26:59 -0800 (PST)  
From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: Hello  
To: aturen@turendiamonds.com

Dear Aron,

I left you a voicemail but I am not sure if you got it, so I am sending you this mailnote. Just wanted to let you know that Lon had attempted to contact Carlos via txt msg and email, however Carlos did not respond in a timely manner. The drawings of the cufflinks, representative of Lon's designs previously approved by Steinway for production, were not in the right perspective even after Lon sat with him in his office and went over it all. They need to be so that Elliot can include them in his powerpoint presentation and Carlos was aware of that fact. Also, Carlos has not begun the drawings of the boutonier, although Lon had discussed that with him as well. We believe Elliot wants a picture of that to take with him on the 15th. He finally got back to Lon via txt msg late Friday night and is now aware to make the cast in three separate pieces. This will allow us to assemble it correctly.

Secondly, the attorney will be sending Elliot our agreement to sign. To reiterate, included in this document is all that Elliot had promised and agreed to at the meetings we took with him, after we (Lon, you and I) had agreed to move forward. Pursuant to that, Lon had moved forward with designing the other pieces of the Steinway collection (jewelry, possible pen sets, and watches) as well as project #2, the Mercedes Benz piece, which Elliot wanted us to start when we first spoke.

Please make hard copy of the diamond order you sent



to  
Trau and their acknowledgement of, as well as, all  
email communicaes regarding this project you have  
(from and to Trau, Carlos and Rosa), for our company  
records.

We should meet before we pick up the waxes. Please  
call me in advance when you finalize that with  
Carlos.

Regards,

Marc

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<http://mail.yahoo.com>

## **EXHIBIT 4**

From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: **Follow Up**  
Date: December 31, 2006 2:47:06 PM EST  
To: aturen@turendiamonds.com  
Cc: lkklein@nyc.rr.com

Aron,

Spoke with Lon this morning. He mentioned that you were not quite sure why we needed copies of all email communicaes, as I requested in my last email. Its simply proper business practice in a closely held LLC such as the one we are about to enter into. We are obligated to keep hard copy records of all pertinent company information, correspondence amongst affiliates, minutes of all company meetings, etc., preferable in multiple places so that we are protected should anything happen to any of us.

BTW, I neglected to mention, all communicaes with Elliot is even more critical in this sense. Our lawyer has strongly suggested that all correspondence with Elliot be filed electronically and hard copied. Since we are attempting to enter into a confidentiality agreement with Elliot it is critical that all emails and written correspondence to and from him be shared and duplicated. I will be sending you all communicaes I have from and to him, I recommend you forwrad everything you have to me as well. I will soon be opening a separate email account for our company so we will all have access to a shared database.

Any questions please give me a call. Otherwise, have a happy new year!!!!

Regards,

Marc

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## **EXHIBIT 5**

# NYS Department of State

## Division of Corporations

### Entity Information

Selected Entity Name: AMERICAN STAR DIAMOND COMPANY, LLC

#### Selected Entity Status Information

Current Entity Name: AMERICAN STAR DIAMOND COMPANY, LLC  
Initial DOS Filing Date: FEBRUARY 07, 2007

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

#### Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

AMERICAN STAR DIAMOND COMPANY, LLC

10 WEST 46TH STREET

SUITE 1407

NEW YORK, NEW YORK, 10036

#### Registered Agent

NONE

NOTE: New York State does not issue organizational identification numbers.

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## **EXHIBIT 6**

From: Aron Turen <aturen@turendiamonds.com>  
Subject: **FW: Piano**  
Date: December 11, 2006 2:41:19 PM EST  
To: lkklein@nyc.rr.com  
4 Attachments, 329 KB

Here are copies of renderings. I already told the guy he needs to put in onyx. There will be production issues with the size of the piece and the number of stones being able to fit. We will modify this after we get a general rendering done.  
Aron

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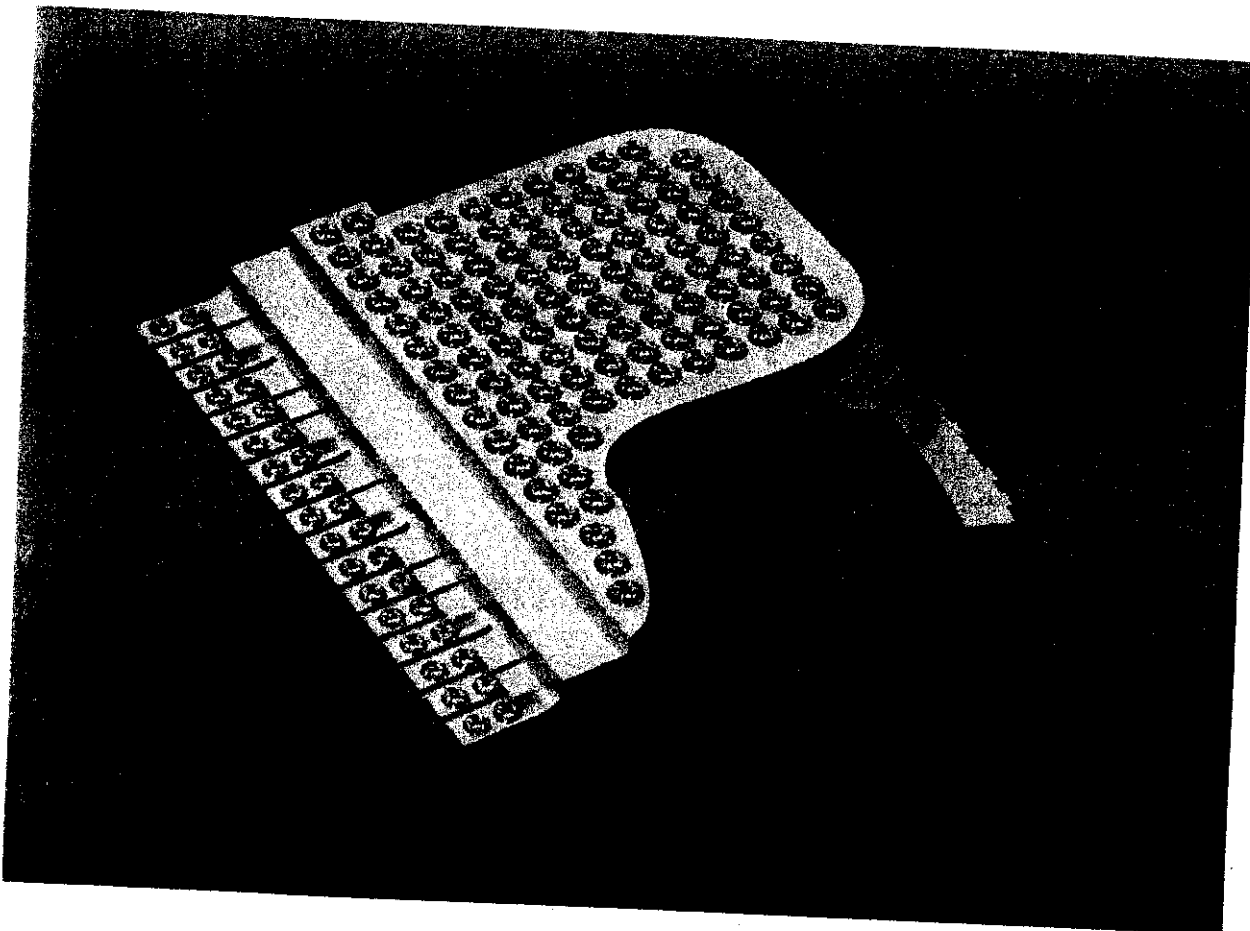
**From:** carltech1 [mailto:carltech1@verizon.net]  
**Sent:** Monday, December 11, 2006 1:32 PM  
**To:** aturen@turendiamonds.com  
**Subject:** Piano

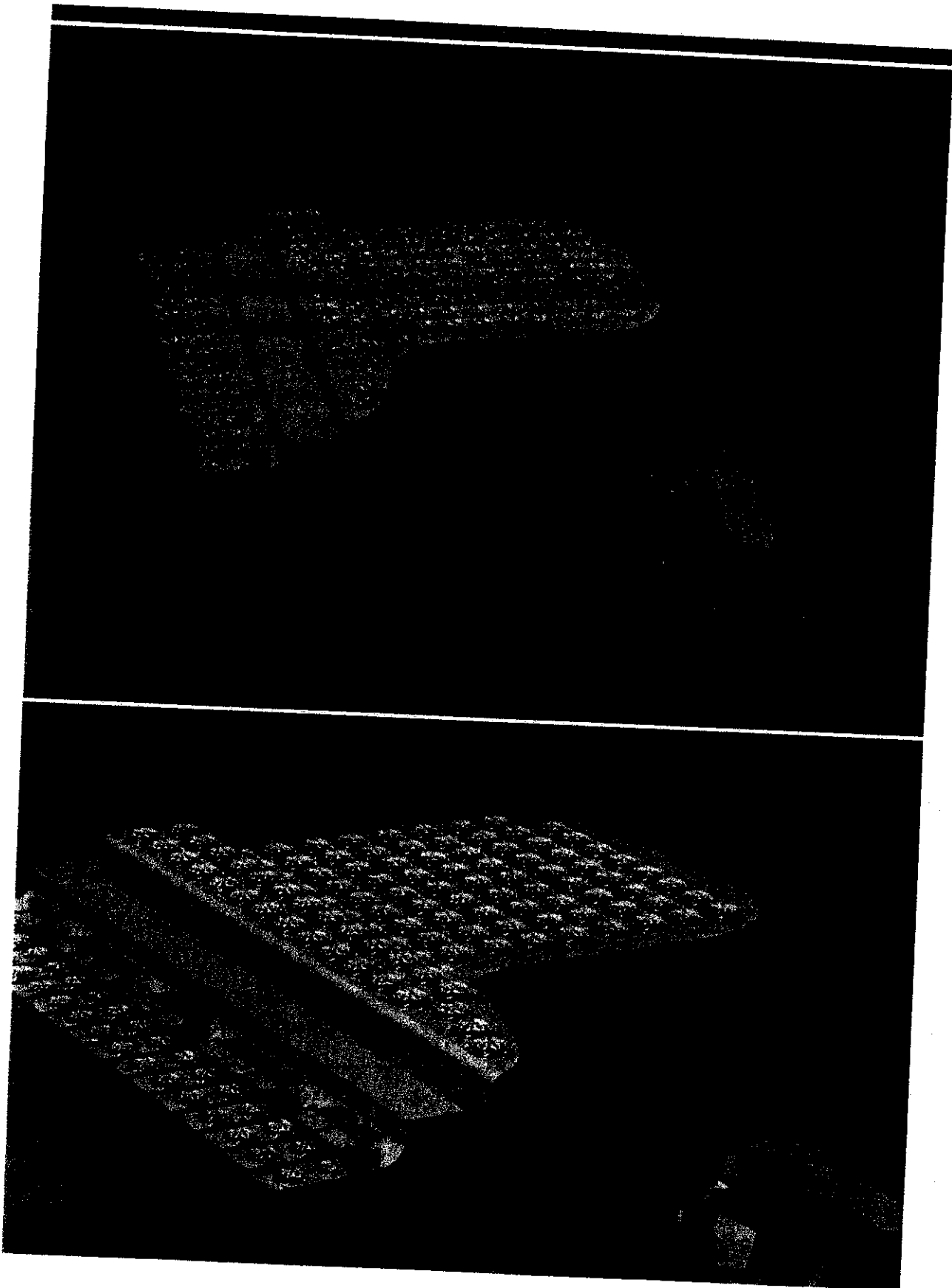
Hi Aron,  
This is *what* I have, not my best but the best I can do in this short time.

Thanks,

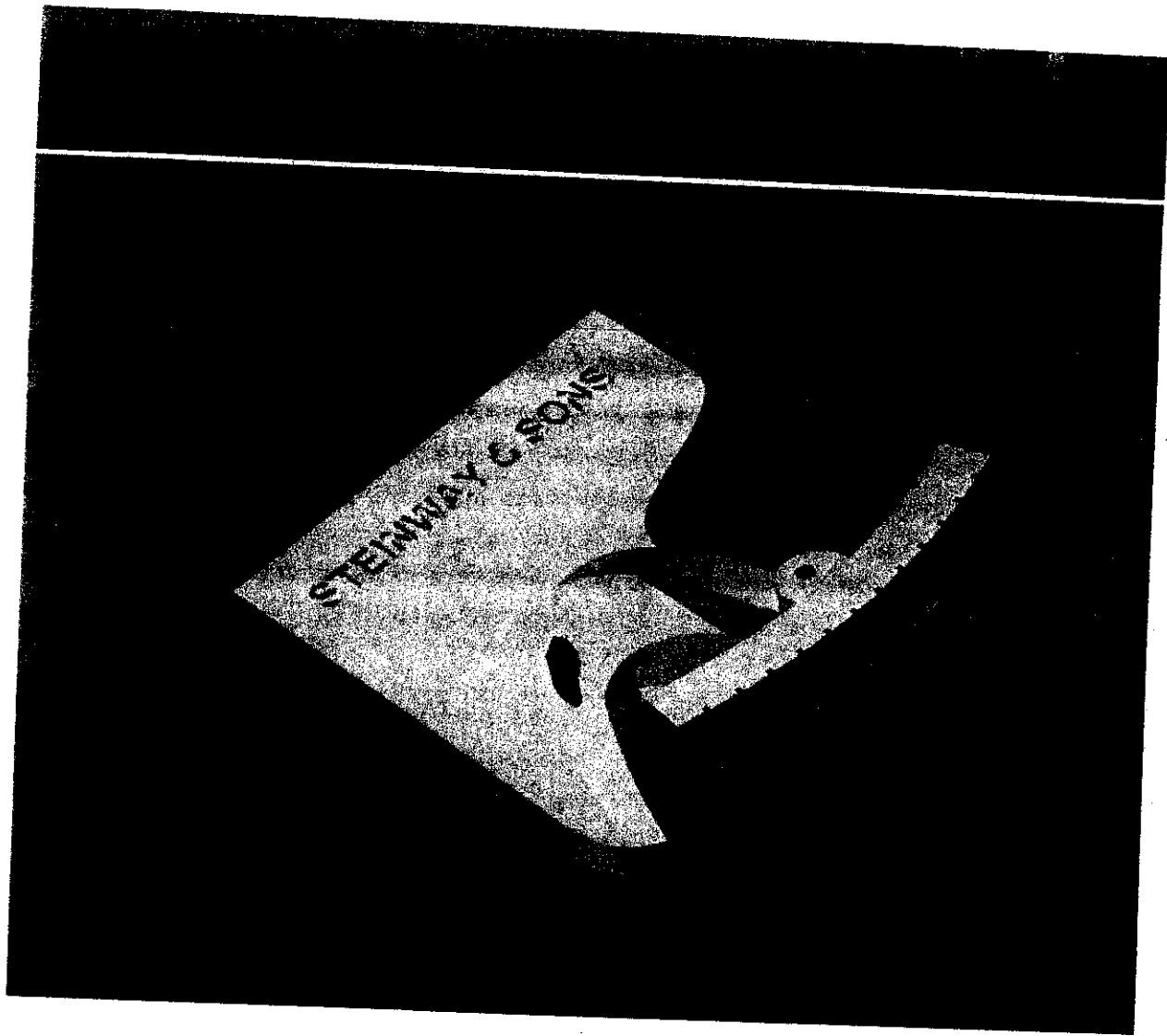
Carl.

[www.tech-designsny.com](http://www.tech-designsny.com)









## **EXHIBIT 7**

From: Elliot Rittenband <elliott.rittenband@verizon.net>  
Subject: **Status of Steinway Cuff Link Design**  
Date: December 14, 2006 9:12:19 AM EST  
To: lon keith klein <lkklein@nyc.rr.com>

Dear Lon:

My client was very impressed with the unique design elements and components of the cuff links. I suggest that you immediately take legal steps to protect your design. I will sign a confidentiality agreement protecting your property with my clients....as well as sign a contract as independent consultant to be completed immediately, if you wish to proceed.

Details...

They felt that the reality of customers spending anything in excess of \$5,000 for the cuff links as presented...with a few exceptions...is extremely remote. This design piece as created by your computer rendering should act as a "halo" for the design and elements in a presentation case.

As far as price points are concerned...the base unit price should be at the \$500-\$750 level.

The next level-up could be \$1,500. This is where they see appropriate demand for the piece. They also agree that a horizontal lapel pin that covers the stitching space on the lapel (flower, pins, etc.)...matching in length and proportionate height ...showing black and white keys would be a real "hit".

Next steps:

Your new company is responsible for making and funding either one variation of the pieces described above or more. This must be completed by either January 15th, 2007...for me to present at Steinway's International Annual Meeting in California...or for the January 24th event where I will be introducing my line of formal wear at Steinway Hall to the major fashion industry press.

As a consultant to your new company, my compensation for finalizing orders of this product's with my clients...including Steinway, Mercedes-Benz, Patek Philippe, MontBlanc, etc. for watches, jewelry, pen/pencil sets or other designs you may bring to my company is 20% of the net revenue, plus approved T&E expenses. My revenue generated for the above categories needs to be negotiated and signed as quickly as you can arrange, between our companies.

I believe that you, Arom and Mark have a terrific design for the cuff links...the next move is yours.

Best regards and thanks for the opportunity to work with you and your partners.

Elliot

## **EXHIBIT 8**

From: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **From Elliot...THE STAGE IS SET!**  
Date: December 18, 2006 4:55:12 PM EST  
To: lon keith klein <lkklein@nyc.rr.com>  
1 Attachment, 2.3 KB

Lon... Try this attachment

Dear Lon:

The attachment provided should be shared with Arom and Mark...I hope that you will be prepared to enjoy the spotlight with your lapel bar and cufflinks and with your partners at this premiere event as my invited guests.

Best regards

Elliot



[SteinwayInviteIPEG.html \(2.3 KB\)](#)

## **EXHIBIT 9**

From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: **Follow Up**  
Date: December 30, 2006 8:08:20 PM EST  
To: elliot.rittenband@verizon.net

Dear Elliot,

Just wanted to drop you a quick note with respect to the document outlining our agreement. We were hoping to have it to you before the week was out, however there were some revisions that needed to be made so that it covered all that we had discussed and agreed upon at our previous meetings. We will have the final copy to you early next week.

Happy New Year!

Marc Machlovitz  
Lon Klein  
Aron Turen


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## **EXHIBIT 10**



From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: **Fwd: Agreement from American Star Diamond Co., LLC**  
Date: January 2, 2007 11:05:47 PM EST  
To: Lon Klein <kklein@nyc.rr.com>  
 1 Attachment, 105 KB

Note: forwarded message attached.

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Do You Yahoo!?  
Tired of spam? Yahoo! Mail has the best spam protection around  
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From: Marc Machlovitz <marcmaclin@yahoo.com>  
Date: January 2, 2007 11:04:27 PM EST  
To: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **Agreement from American Star Diamond Co., LLC**

Elliot,

Hope you had an enjoyable New Years Eve. I suspect you are very busy with the impending launch of Steinway Black Tie, the trip to California, etc,etc. Everything on our side is coming along fabulously. The cuff links are looking great so far and we look forward to the 24th. Attached is the agreement for your review. It reflects all that we had spoke about in our previous meetings and that which you had agreed you would do. Certainly if there are any questions or concerns, please call me asap, so that we may make any changes necessary and square this formality away. I can be reached at 917-846-9709. If there are no changes, please sign, notarize, and send hard copy to: Lon Keith Klein

111-09 76th Road Apt. C-5  
Forest Hills, NY 11375

In the meantime, you may send fax copy to: 908-387-6783

Look forward to hearing from you soon on this matter.

Warm regards,

Marc Machlovitz  
Lon Klein  
Aron Turen

---

Do You Yahoo!?  
Tired of spam? Yahoo! Mail has the best spam protection around  
<http://mail.yahoo.com>



ASD\_Agreement[1].pdf (105 KB)

**EXHIBIT 11**

From: Marc Machlovitz <marcmaclin@yahoo.com>  
Subject: **Fwd: RE: ASD Co., LLC**  
Date: January 16, 2007 2:45:52 AM EST  
To: lkklein@nyc.rr.com

--- aturen@turendiamonds.com wrote:

Date: Mon, 15 Jan 2007 17:28:38 -0700  
From: aturen@turendiamonds.com  
Subject: RE: ASD Co., LLC  
To: Marc Machlovitz <marcmaclin@yahoo.com>  
CC: lkklein@nyc.rr.com

Sorry for the lag in communication things have been pretty hectic and my phone has been cutting in and out.

Regarding Elliot, I delivered a portfolio to him last night and was frantic putting it together. In it was an artists drawings, computer images, photos of diamonds and real diamonds as well.  
He mentioned a couple of things,  
The 24th event has been pushed off for reasons unknown to me.  
He also wants the hood ornament back.

As far as our marriage, I am not leaving you at the alter, considering we gave the caterer a deposit.  
The offer I left you with on Friday of 10% still seems fair. Consider all the upside vs. downside.  
Please let me know how to proceed.  
Thanks again and I will try to call you tonight or tomorrow.  
Aron

----- Original Message -----

Subject: ASD Co., LLC  
From: Marc Machlovitz <marcmaclin@yahoo.com>  
Date: Mon, January 15, 2007 5:08 pm  
To: aturen@turendiamonds.com  
Cc: lkklein@nyc.rr.com

Aron,

I was hoping to have heard from you by now. I suppose it is safe to say That we will not be able to deliver any material to Elliot before he leaves for California. Would we have been able to anyway, with you leaving for your trip?

I can only assume, as well, that you are not going to participate in helping to deliver a piece for the 24th?

Please let me know if this is not the case.

If you decided that you did not want to agree to any terms and move forward, the right thing to do would have been to call and let us know. If you decided that you did want to marry your wife, would you leave her standing at the altar?

I'm sorry you feel like you can tell us the truth.

Wish things had not gotten so out of hand!

Regards,

Marc

---

Expecting? Get great news right away with email Auto-Check.

Try the Yahoo! MailBeta.

[http://advision.webevents.yahoo.com/mailbeta/newmail\\_tools.html](http://advision.webevents.yahoo.com/mailbeta/newmail_tools.html)

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Looking for earth-friendly autos?

Browse Top Cars by "Green Rating" at Yahoo! Autos' Green Center.

[http://autos.yahoo.com/green\\_center/](http://autos.yahoo.com/green_center/)

## **EXHIBIT 12**

From: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **Mercedes Hood Ornament**  
Date: January 21, 2007 9:49:24 PM EST  
To: lon keith klein <lkklein@nyc.rr.com>, Marc Machlovitz <marcmaclin@yahoo.com>  
Cc: Aron Turen <aturen@turendiamonds.com>

Lon:

You requested and received my prototype Mercedes-Benz hood ornament two weeks ago. You said that you would borrow it "for a few days".

I want it delivered to me at my home address no later than Tuesday, January 23rd. I don't respect your taking advantage of my hospitality.. by lending it to you....and your lack of consideration in not returning it to me.

Additionally, your promised revisions to the proposed contract you submitted to me 2 weeks ago for approval...which I rejected as written and explained to Marc by phone, has not been re- submitted to me for approval.

Therefore, I will no longer consider any contract written by your "new business entity" acceptable.

Enough said!!

Elliot

## **EXHIBIT 13**

From: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **Future Business Issues**  
Date: February 6, 2007 8:40:10 AM EST  
To: lon keith klein <kklein@nyc.rr.com>  
Cc: Aron Turen <aturen@turendiamonds.com>, "alanmrubin@jonasweb.net" <alanmrubin@jonasweb.net>

Dear Lon:

When last we spoke ...yesterday...you said that I would have a copy of the NDA faxed to me late yesterday...never happened! AND... I never gave you permission to discuss my personal lawsuit with Aron, which is currently under sealed legal review. Therefore...you are to comply immediately with the following:

I want to see this NDA document as a result of the all-encompassing contract proposal that you and Marc sent me...which I totally rejected as being totally presumptuous and impossible to commit to.

My concern, is that in good faith...Aron and I signed an NDA that was also illogical...and contained promises that we never could have agreed to on face value....and never received a promised copy of.

Therefore...until my attorney and I review your NDA....nothing goes forward...with any of my clients/comntacts/relationships...as of now, everything requires your total restraint in using my name, my company or any affiliation described in that document as being cooperative without my approvals of 2/6/07.

For example, you borrowed a prototype Mercedes mold...I have not seen how you interpret its design..which is owned by Mercedes, and you have no permission to use, adapt or alter, without my advanced permission.

Therefore, as you have not complied with my demand for a copy of the NDA...You have no permission for any project, assignment, agreement or promise that I have supposedly made that will be interpreted ( by Law) as an approval to proceed, or absorb and share in expenses for and against hypothetically stated projects or interpret that I recommended your approval to incur any expenses.

Until, I receive full disclosure of your legal entity...we cease to have a business relationship of any legal kind.

Elliot



## **EXHIBIT 14**

From: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **Future Business Issues**  
Date: February 6, 2007 8:40:10 AM EST  
To: lon keith klein <kklein@nyc.rr.com>  
Cc: Aron Turen <aturen@turendiamonds.com>, "alanmrubin@jonasweb.net" <alanmrubin@jonasweb.net>

Dear Lon:

When last we spoke ...yesterday...you said that I would have a copy of the NDA faxed to me late yesterday...never happened! AND... I never gave you permission to discuss my personal lawsuit with Aron, which is currently under sealed legal review. Therefore...you are to comply immediately with the following:

I want to see this NDA document as a result of the all-encompassing contract proposal that you and Marc sent me...which I totally rejected as being totally presumptuous and impossible to commit to.

My concern, is that in good faith...Aron and I signed an NDA that was also illogical...and contained promises that we never could have agreed to on face value....and never received a promised copy of.

Therefore...until my attorney and I review your NDA....nothing goes forward...with any of my clients/comntacts/relationships...as of now, everything requires your total restraint in using my name, my company or any affiliation described in that document as being cooperative without my approvals of 2/6/07.

For example, you borrowed a prototype Mercedes mold...I have not seen how you interpret its design...which is owned by Mercedes, and you have no permission to use, adapt or alter, without my advanced permission.

Therefore, as you have not complied with my demand for a copy of the NDA...You have no permission for any project, assignment, agreement or promise that I have supposedly made that will be interpreted ( by Law) as an approval to proceed, or absorb and share in expenses for and against hypothetically stated projects or interpret that I recommended your approval to incur any expenses.

Until, I receive full disclosure of your legal entity...we cease to have a business relationship of any legal kind.

Elliot

## **EXHIBIT 15**

From: Elliot Rittenband <elliot.rittenband@verizon.net>  
Subject: **Confidentiality Agreement**  
Date: February 8, 2007 9:26:45 AM EST  
To: lon keith klein <kklein@nyc.rr.com>, Marc Machlovitz <marcmaclin@yahoo.com>  
Cc: Aron Turen <aturen@turendiamonds.com>, Alan Rubin <amr@jonasweb.net>

Lon....

I clearly recall the agreement to be limited to your golf club (putter)  
...nothing else....as indicated on the "real" confidentiality agreement!

You must think I'm an idiot!...you honestly believe that you would get away  
with adding projects that were not part of the original "putter"  
agreement....and adding them to the letter without my signature/ dates  
beside the add-ons?

What you did is illegal!

I am very disappointed in your actions... effective immediately...you are  
not to contact me again...under any conditions...or I am entitled to sue you  
for fraud.

Elliot

**EXHIBIT 16**

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GFI Marketing  
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E-Mail: News@1800mytuxes.com  
Website: Visit Our Website

**Steinway & Sons to unveil luxury formal wear in September event.**

On September 6th, 2007, formal wear products made of finest fabrics and superior inner products bearing the prestigious Steinway & Sons brand will be shown to selected invited guests and members of the press and media at New York City's Steinway Hall, on W. 57th Street.

/24-7PressRelease/ - FARMINGDALE, NY, July 30, 2007 - Steinway & Sons, the venerable piano manufacturer, unveiled plans for its high-end line of formalwear last week in their own publication and trade magazines ahead of their launch in early September. Created through a license with the Scarsdale, N.Y.-based R/G Black Tie LLC, the collection consists of four primary tuxedo models, furnishings and accessories.

The entry-level tux, The Celebrity, an off-the-rack, fused garment made from super 110s, will retail for \$600. The tux will be made and marketed to music professionals, who don formalwear for most public performances. The garment is equipped with washable, breathable fabric for increased comfort as well as a patented underarm panel that allows for better movement. This model is expected to generate 22 percent of the collection's total sales.

Next, The Lyre, an off-the-rack, half-canvassed tux with super 120s fabrication, will retail for \$1,700. A Lyre tuxedo with tails will retail for \$2,500.

The collection also includes two made-to-measure models. The Maestro, fully canvassed and fashioned from super 130s, will retail between \$2,500 and \$4,000. The Grand, also fully canvassed, boasts super 160s, hand-sewing and custom tailoring. This tux will retail between \$7,500 and \$10,000.

All four models are made in Italy from Loro Piana fabrics and Bemberg linings.

The collection also includes sevenfold ties, machine-made ties, shirts, cummerbunds, shoes by John Lobb and formal jewelry. The company also worked with De Beers to patent a star-cut diamond to be used in a limited-edition set of cufflinks.

### About GFI Marketing

GFI Marketing provides trade news, advertsing and marketing to the apparel business, specializing in formal wear.

# # #

## Technorati

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- Sherri Hill Prom Collection Debuts in Atlanta
- SHARP GLOBAL Partners, Ltd. is approved by U.S. Customs and Border Protection (CBP) to conduct C-TPAT validations in China.
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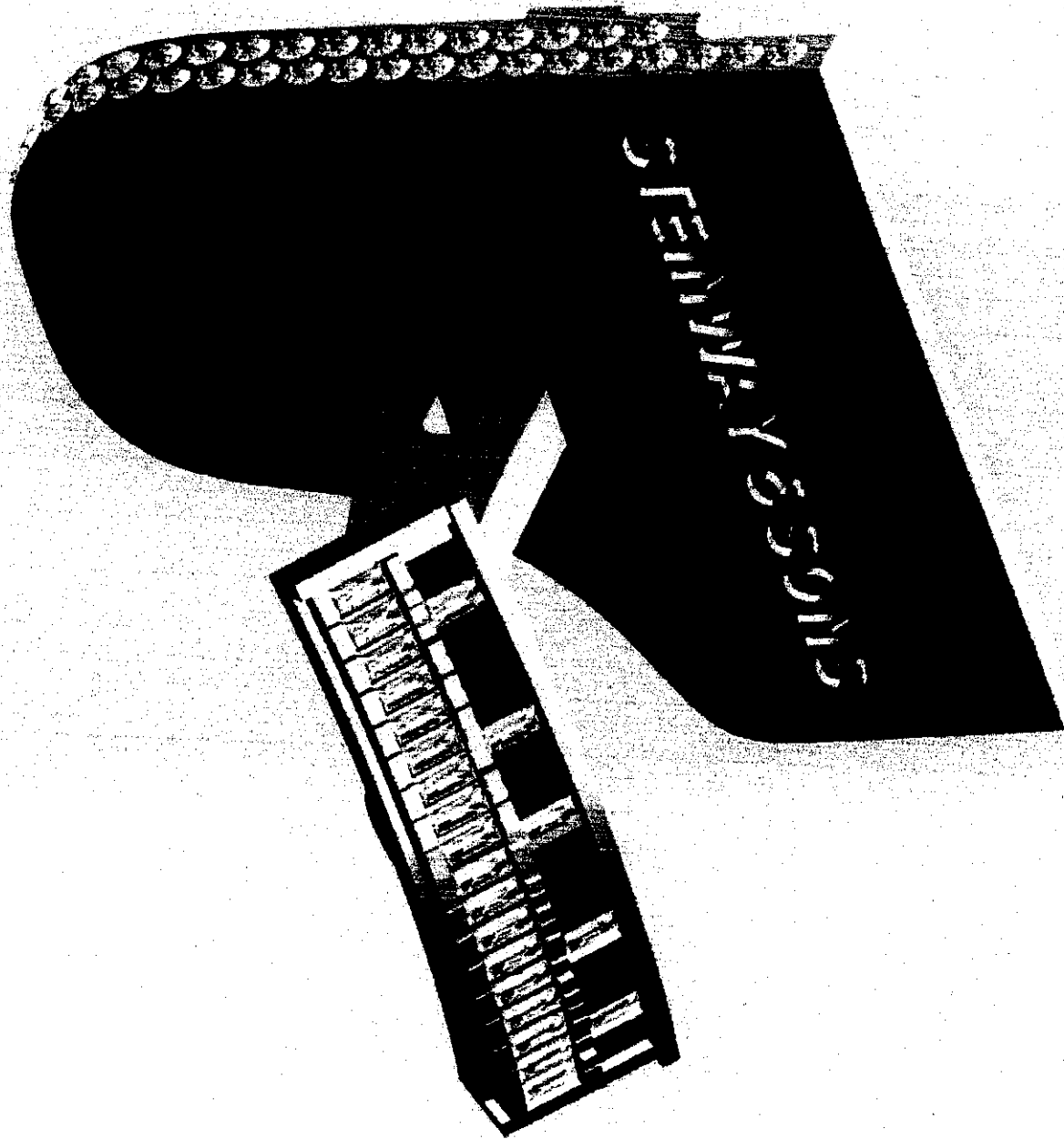
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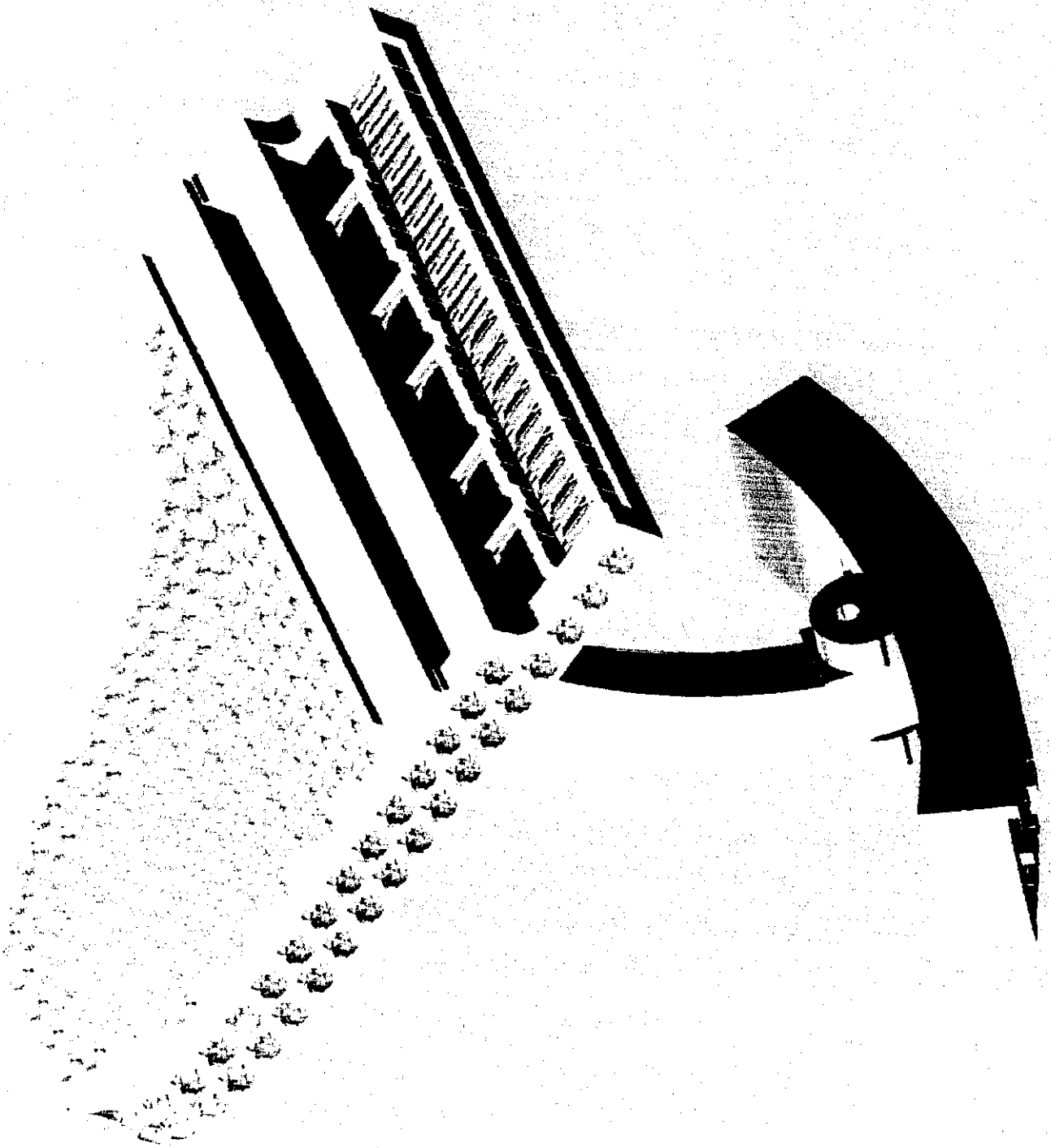
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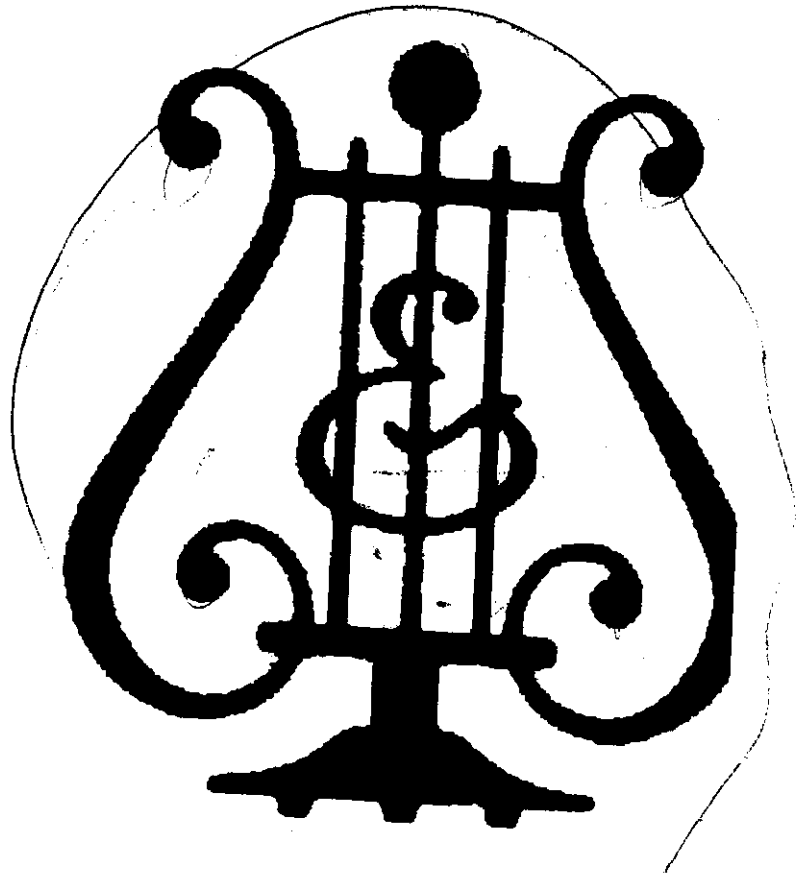
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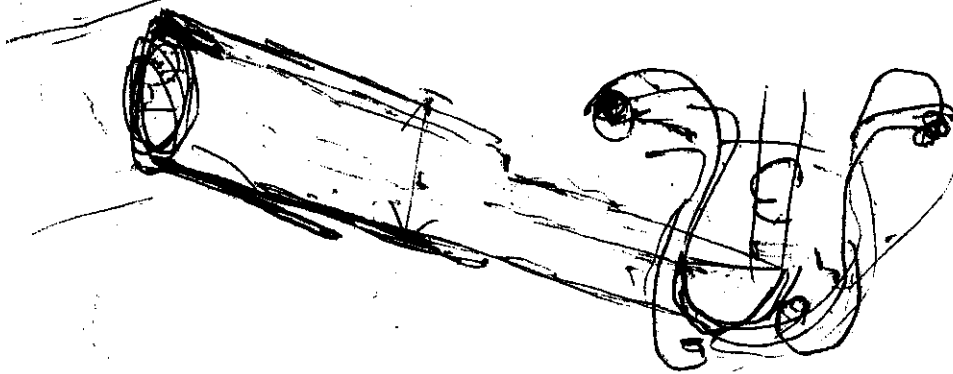
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# STEINWAY &



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**EXHIBIT 18**

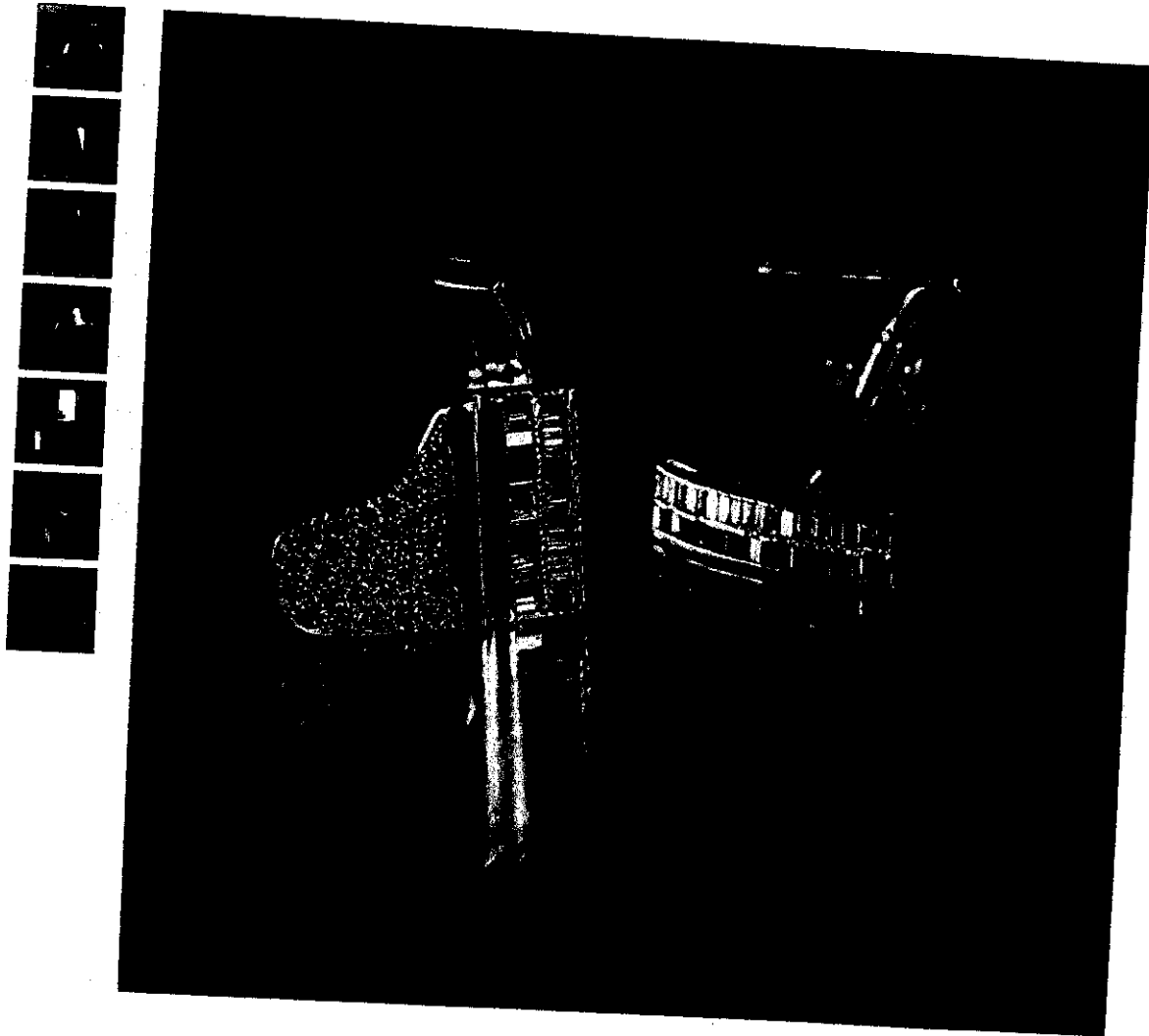
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## Steinway Black Tie™ Formal Wear Collections™

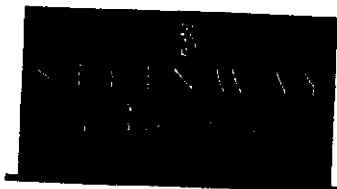
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### — MAESTRO COLLECTION —

- Made to measure
- Italian hand made with Loro Piana "super 130" fabrics
- Costing from \$4,500-\$5,000



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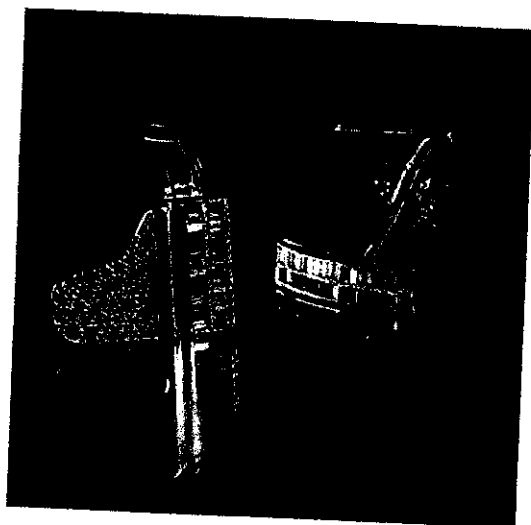
## Steinway Black Tie™ Formal Wear Collections™

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### ...A STAR IS BORN...THE STEINWAY STAR!

*The "Steinway Star" Diamond Cufflinks Collection will now complement the Formal Wear apparel offerings through our exclusive web sites, [www.steinwayblacktie.com](http://www.steinwayblacktie.com), [www.steinway.com](http://www.steinway.com) and luxury retail apparel establishments, worldwide.*

*Steinway Black Tie formal wear owners can now uniquely accent their Steinway/Loro Piana branded attire with new, limited-edition Steinway piano-shaped cufflinks and Lyre design diamond collections. These hand-crafted works of art are offered in varied precious metals, exotic woods and enamels and diamond sizes. The cufflinks' signature stones...the round "Steinway Star" diamonds boast the "patented" reflection of a 5 pointed star.*



*The Steinway piano set of cufflinks has a total of 3 carats, encased in white gold....with black onyx stones, representing a piano keyboard. This limited edition set costs \$10,000 and can be delivered in 10 weeks time from firm order. It is also available in yellow gold, platinum and rose gold.*

*The Lyre cufflink set has a 1/6th total diamond carat weight with black enamel and sterling silver Lyre in the center. The cost is \$699.00. It is also available in 18k rose gold and white gold, costing \$1,999.00. It can be delivered in 8 weeks time from firm order.*



« PREVIOUS



## **EXHIBIT 19**



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

VAu 970-081

Effective date of  
registration:

January 18, 2008

Title

Title of Work: Piano shaped cufflinks

Nature of Work: Drawings of jewelry

Completion/ Publication

Year of Completion: 2007

Author

Author: Lon Keith Klein

Author Created: 2-dimensional artwork

Citizen of: United States

Year Born: 1947

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: Lon Keith Klein

111-09 76th Road, C5, Forest Hills, NY 11375

Limitation of copyright claim

Previously registered: No

Certification

Name: LON KEITH KLEIN

Date: January 8, 2008

Correspondence: Yes

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

**Vau 965-398**

Effective date of  
registration:

January 18, 2008

Title \_\_\_\_\_

Title of Work: LYRE CUFFLINKS

Completion/ Publication \_\_\_\_\_

Year of Completion: 2007

Author \_\_\_\_\_

Author: LON KEITH KLEIN

Author Created: 2-dimensional artwork

Citizen of: United States

Year Born: 1947

Anonymous: No

Pseudonymous: No

Copyright claimant \_\_\_\_\_

Copyright Claimant: LON KEITH KLEIN

111-09 76TH ROAD, C3, Forest Hills, NY, 11375

Limitation of copyright claim \_\_\_\_\_

Previously registered: No

Certification \_\_\_\_\_

Name: LON KEITH KLEIN, author

Date: January 8, 2008

Correspondence: Yes

**VERIFICATION**

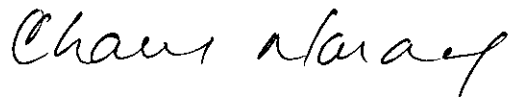
STATE OF NEW YORK, COUNTY OF NEW YORK ss:

I, LON KEITH KLEIN, am the Plaintiff in the within action. I have read the foregoing Complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.



LON KEITH KLEIN

Subscribed and Sworn to  
before me on April 1, 2009



CHARLI NARANJO, ESQ.

Reg. No: 02NAB102030

NY COUNTY

EXP. 4/11/2012